

SOUTH DAYTON DUMP SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Settlement Agreement" or "Agreement") is made by and between Hobart Corporation, NCR Corporation and Kelsey-Hayes Company (hereinafter the "South Dayton Dump Group," "SDD Group," or "Plaintiffs"), on the one hand, and **THE OHIO BELL TELEPHONE COMPANY** (the "Settling Party") on the other hand, by and through each entity's respective officers, attorneys, or representatives, as follows:

WHEREAS, the members of the SDD Group shall be referred to, along with the Settling Party, as the "Parties" to this Agreement;

WHEREAS, the "Site" shall mean the South Dayton Dump and Landfill Superfund Site, encompassing approximately 80 acres, located at 1975 Dryden Road (also known as Springboro Pike) in Moraine, Montgomery County, Ohio, and depicted more particularly on the map attached as Appendix B to the 2006 Administrative Settlement Agreement and Order on Consent ("2006 ASAOC") with the United States Environmental Protection Agency ("EPA") for performance of the remedial investigation and feasibility study ("RI/FS") for the Site where the treatment, storage, and/or disposal of hazardous substances, and/or the discharge into waters of the state of industrial waste and/or other waste may have occurred, including any other area to which such hazardous substances, industrial wastes, and/or other wastes may have migrated from the Site;

WHEREAS, the Parties are alleged to be liable as potentially responsible parties ("PRPs") under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 *et seq.*, with respect to the Site (a.k.a. "South Dayton Dump" or "SDD");

WHEREAS, the members of the SDD Group executed with EPA the 2006 ASAOC relating to the Site pursuant to which the SDD Group is performing a remedial investigation/feasibility study ("RI/FS") as required by the 2006 ASAOC;

WHEREAS, the members of the SDD Group executed with EPA another Administrative Settlement Agreement and Order on Consent ("2013 ASAOC") pursuant to which the SDD Group is addressing current and potential vapor intrusion risks at the Site as required by the 2013 ASAOC;

WHEREAS, the members of the SDD Group initiated a lawsuit (the "Contribution Action") against Settling Party and others in the United States District Court for the Southern District of Ohio, Western Division, styled Hobart Corporation et al. v. The Dayton Power and Light Company, et al. (Case No. 3:13-cv-00115), seeking to recover certain costs and expenses allegedly incurred and to be incurred by the members of the SDD Group in connection with the Site;

WHEREAS, the Settling Party has denied and continues to deny all claims and allegations of liability whether by act, assumption of liability, merger, or otherwise alleged in the Contribution Action;

WHEREAS, the SDD Group and Settling Party desire to resolve their differences consensually, without further litigation, and without admitting any fact, responsibility, fault, or liability in connection with the Site.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Settlement Terms.

A. Settling Party will pay to the SDD Group the Settlement Amount of Two Hundred Ninety Thousand Dollars (\$290,000.00) representing a cash payment to resolve Settling Party's alleged liability for Response Costs incurred or to be incurred at the Site, except for any claims for Natural Resource Damages, as defined in Paragraph 1.J herein, Toxic Tort, as defined in Paragraph 1.K herein, and/or any claims arising under Paragraph 7 of this Agreement.

B. The cash payment shall be made within twenty-three (23) days of entry of an Order consistent with Paragraph 17 of this Settlement Agreement. Payment under this Paragraph 1.B. shall be in the form of a certified or cashier's check, payable to the "South Dayton Dump PRP Group," and shall be returned to:

Larry Silver
Common Counsel to the SDD Group
Langsam Stevens Silver & Hollaender LLP
1818 Market Street
Suite 3400
Philadelphia, PA 19103-5319

C. In consideration of the mutual performance of the obligations set forth in this Settlement Agreement, and except as otherwise stated herein, the members of the SDD Group hereby release and waive any and all claims for Response Costs relating to the Site, including any claims for Response Costs under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6972, or under similar state law arising from or relating to the Site, as against the Settling Party. Further, the members of the SDD Group covenant to dismiss Settling Party from the Contribution Action. Said dismissal is with prejudice except as to Toxic Tort claims, Natural Resource Damages claims, and/or claims that may arise pursuant to Paragraph 7 of this Agreement. In addition, the members of the SDD Group, in consideration of the undertakings set forth in this Settlement Agreement, and upon the effective date of this Settlement Agreement, individually and as a group, finally and fully release and discharge Settling Party from any and all legal and equitable actions and causes of action for all Response Costs, whether past or future, associated with the Site, and whether said causes of action are now known or unknown, except for any claims which would arise from any Toxic Tort claim(s), any Natural Resource Damage claims, and/or under Paragraph 7 of this Agreement. Settling Party's successors in interest, assigns, officers, directors, employees, board members, and shareholders shall receive the same release and discharge as are applicable to Settling Party. However, a successor entity that has a

factual basis for liability under CERCLA § 107(a) at the Site that is separate and distinct from that of Settling Party shall not receive any release of such separate and distinct liability.

D. In consideration of the mutual performance of the obligations set forth in this Settlement Agreement, and subject to each Party's compliance with the terms of the Settlement Agreement contained herein, the members of the SDD Group, on the one hand, and Settling Party, on the other hand, covenant not to sue each other, individually and as a group, for any claim in contribution, indemnity or otherwise, for any and all Response Costs arising from the Site, including any claims for Response Costs under Sections 107 or 113 of CERCLA, and Section 7002 of RCRA, arising from or relating to the Site, or similar state law claims arising from the Site. Covenants not to sue shall also apply as between the SDD Group on the one hand, and Settling Party's successors in interest, assigns, officers, directors, employees, board members, and shareholders, on the other hand. The covenant not to sue in this Paragraph 1.D. shall no longer bind Settling Party in the event U.S. EPA or Ohio EPA issues a unilateral administrative order or files suit against Settling Party to recover Response Costs or compel participation in a removal or remedial action relating to the Site (as those terms are defined in Section 101 of CERCLA), unless such suit is filed for the sole purpose of entering a consent decree identifying Settling Party as a "buyout party" as contemplated by Paragraph 4. The covenant not to sue in this Paragraph 1.D. and the release in Paragraph 1.C shall no longer bind the members of the SDD Group if Settling Party sues them or any of them for Response Costs arising from the Site, including any claims for Response Costs under Sections 107 or 113 of CERCLA, and Section 7002 of RCRA, arising from or relating to the Site, or similar state law claims arising from the Site; provided, however, that in any future suit by any members of the SDD Group against Settling Party for Response Costs arising from the Site, the amount of the payment set forth in Paragraph 1.A shall be credited against any adjudication of Settling Party's liability at the Site. The covenants mentioned in this Paragraph 1.D shall also not apply as to a successor entity that has a factual basis for liability under CERCLA § 107(a) at the Site that is separate and distinct from that of Settling Party. Settling Party shall dismiss any claims already filed as cross-claims against other Defendants or as counterclaims against the members of the SDD Group. This provision shall no longer be binding on Settling Party if a claim is made against Settling Party pursuant to Paragraph 7 herein. Nothing in this paragraph is intended to affect or govern any claims which may arise between the members of the SDD Group. Further, the covenants not to sue contained in this paragraph do not apply to any claims for Natural Resource Damages, Toxic Tort, and/or claims arising pursuant to Paragraph 7 below.

E. Settling Party covenants that it will not sue any other PRPs at the Site to recover any payment(s) made pursuant to this Settlement Agreement, except that this provision shall no longer be binding on Settling Party if a claim is made against Settling Party pursuant to Paragraph 7 herein.

F. Nothing in this Settlement Agreement shall be construed to release any persons other than Settling Party from any liability that they may have with respect to the Site. However, Settling Party's successors in interest, assigns, officers, directors,

employees, board members, and shareholders shall receive the same releases as applicable to Settling Party. Further, however, a successor entity that has a factual basis for liability under CERCLA § 107(a) at the Site that is separate and distinct from that of Settling Party shall not receive any release of such separate and distinct liability. The only persons intended to receive any benefits under this Settlement Agreement are the Parties to this Agreement and their respective assigns, officers, directors, employees, shareholders, board members, and successors in interest as limited herein, none other.

G. Except as expressly provided in this Settlement Agreement, the Parties hereto expressly reserve all rights, claims, and defenses that they may have with respect to the Site, or relating to costs incurred or to be incurred in connection with the Site not covered by this Settlement Agreement, including without limitation, rights and claims with respect to their respective insurers, all sums recovered as well as costs associated with any Natural Resource Damages claims, Toxic Tort claims related to the Site, claims arising under Paragraph 7 of this Agreement, and/or for breach of this Agreement.

H. "Response Costs" shall include any and all response costs as defined under CERCLA, including but not limited to past and future RI/FS costs, past and future vapor intrusion investigation and remediation costs, past and future removal costs, and any past and future remedial design or remedial action ("RD/RA") costs associated with the Site, whether arising from Sections 106, 107 or 113 of CERCLA, Section 7002 of RCRA, or similar state law claims arising from the Site and any related expenditures relating to investigation and attorneys', experts', and consultants' fees and expenses, but shall exclude costs associated with Natural Resource Damage claims, Toxic Tort claims, and/or any claims arising under Paragraph 7 of this Agreement.

I. "Natural Resource Damages" claims are those claims arising pursuant to the liability set forth in CERCLA § 107(a)(4)(C), 42 U.S.C. § 9607(a)(4)(C).

J. "Toxic Tort" claims are those claims brought by individuals or classes of individuals alleging personal injuries and/or property damage caused by exposure to, *inter alia*, toxic, hazardous, or other dangerous substances at or migrating from the Site.

K. Settling Party hereby agrees that it waives any right to object to any allocation of liability for Response Costs at the Site, which has been or will be agreed to by the members of the SDD Group. This provision shall no longer be binding on Settling Party if a claim is made against Settling Party pursuant to Paragraph 7 herein.

2. Signatures. Each undersigned representative of Settling Party and the members of the SDD Group represents, certifies, and warrants that he or she is fully authorized to enter into the terms of this Settlement Agreement and to execute and legally bind such Party to this Settlement Agreement and its terms and conditions.

3. Assignment Of Claims Against Other PRPs. Excluding rights, claims, or causes of action arising out of insurance, Settling Party hereby assigns to the SDD Group, individually and collectively, all other rights, claims, or causes of action arising

from Settling Party's liability, including without limitation, claims, or causes of action for contribution against any third party who is potentially responsible for Response Costs at the Site pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. §9607(a)(3). This provision shall no longer be binding on Settling Party if a claim is made against Settling Party pursuant to Paragraph 7 herein, nor shall this provision apply in the event U.S. EPA or Ohio EPA issues a unilateral administrative order or files suit against Settling Party to recover Response Costs or compel participation in a removal or remedial action relating to the Site (as those terms are defined in Section 101 of CERCLA), unless such suit is filed for the sole purpose of entering a consent decree identifying Settling Party as a "buyout party" as contemplated by Paragraph 4.

4. Agreement to Execute Consent Decree and/or ASAO. It is anticipated that in the future, one or more Consent Decrees and/or Administrative Settlement Agreements and Orders on Consent ("ASAOs") may be negotiated with U.S. EPA pursuant to which one or more of the current Plaintiffs (to be known as "performing parties" or similar in a Consent Decree and/or ASAO) will perform or undertake a RD/RA at the Site, or perform such other response or removal actions as are agreed to in a Consent Decree and/or ASAO. During negotiations for such a Consent Decree or ASAO, the Plaintiffs negotiating with the U.S. EPA will request and use their best efforts to have U.S. EPA allow Settling Party on behalf of itself and its related entities as limited in Paragraph 1.D, to execute the Consent Decree or ASAO as a "buyout party." Plaintiffs further covenant that they will not request that EPA or Ohio EPA issue any order or initiate any lawsuit against Settling Party to compel Settling Party to perform or pay for removal or remedial action relating to the Site (as those terms are defined in Section 101 of CERCLA). Plaintiffs will request that U.S. EPA consider "buyout parties" as those parties who have settled their liability at the Site with "performing parties," and therefore should have all the protections afforded by the Consent Decree or ASAO just as though the "buyout party" were actually performing the remedial or other action, such protections including but not limited to contribution protection from any party to this litigation and/or from any third party not now a party to this litigation. Plaintiffs will request that U.S. EPA consider "performing parties" to be those parties who will perform the remedial or other response action using their own funds as well as the funds received from "buyout parties" pursuant to the terms of this Settlement Agreement. Settling Party agrees to execute the Consent Decree or ASAO negotiated by the SDD Group provided that Settling Party's obligations under such Consent Decree or ASAO are the sole responsibility of the performing parties pursuant to this Agreement and/or parties other than the Settling Party, and the Settling Party has no obligations under such Consent Decree or ASAO beyond those in this Settlement Agreement, and as long as Settling Party does not have to contribute any additional payment to the SDD Group or any member of the SDD Group, U.S. EPA and/or Ohio EPA in order to execute the Consent Decree or ASAO.

5. Agreement to Retain Information. Settling Party agrees to retain any documents relating to the Site for a period of ten years from the date of the execution of this Agreement by Settling Party, or, alternatively, such longer period as may be required by any Consent Decree or ASAO that may be entered into by Settling Party in accordance with Paragraph 4 hereof.

6. Certifications. In executing this Agreement, each Party to this Agreement certifies that, to the best of its knowledge, it has disclosed all known, relevant, non-privileged information and has produced all known, relevant, non-privileged documents within the Party's possession, custody, or control regarding any relevant direct and/or indirect transactions by Settling Party with regard to the Site, and regarding Settling Party's alleged liability at the Site, as required by Rule 26(a)(1) of the Federal Rules of Civil Procedure and, subject to the objections made by each Party, in response to discovery. Plaintiffs further certify that the testimony of Edward Grillo, contained in the respective transcripts of April 24, 2012 and December 16, 2013, is, to the best of the Plaintiffs' knowledge and as of the execution of this Agreement, the only information in the Plaintiffs' possession, custody, or control regarding Settling Party's alleged nexus to the Site. Settling Party further certifies that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability relating to the Site after notification of potential liability, or the filing of a suit against it regarding this Site. In addition, Settling Party certifies that, to the best of its knowledge and subject to the objections raised in its responses, it has fully complied with any and all discovery requests propounded by Plaintiffs in this action, and with any other requests for information submitted by, but not limited to, U.S. EPA and Ohio EPA, as they relate to this Site. By making this Certification, Settling Party does not admit that any of its waste was disposed of at the Site, and further makes no admissions of any kind relating to the Site. The Parties to this Agreement agree that they will not assert that this provision is invalid or unenforceable. The Parties to this Agreement also reference and incorporate as if fully restated herein a certification made by Settling Party, that at the time this Agreement is executed, Settling Party is aware of no additional documents that would need to be produced in response to document requests previously propounded by Plaintiffs and responded to by Settling Party in this matter.

7. New Information Reopener. Members of the SDD Group shall have the right to seek further relief from Settling Party if the SDD Group receives new information after the execution of this Agreement indicating that Settling Party contributed wastes containing hazardous substances to the Site a) in a volume so large as to render the settlement amount paid hereunder a wholly unreasonable and materially unfair share of Response Costs, or b) that are significantly more toxic or are of significantly greater hazardous effect at the Site than i) other hazardous substances at the Site, or ii) hazardous substances that are currently known by the SDD Group to have been contributed to the Site by Settling Party. Such information must consist of (1) a witness whose deposition has not been taken in the Contribution Action by the date of this Settlement Agreement, through sworn testimony (such as affidavit or deposition), and the information was unknown by or unavailable to the SDD Group at the time of the execution of this Agreement, and/or (2) historical documents, which documents were not in the possession or control of the SDD Group at the time of the execution of this Agreement.

If the SDD Group receives new information, as described above, that the SDD Group believes warrants additional recovery of Response Costs from the Settling Party, the SDD Group shall present all such new information to Settling Party no later than

thirty (30) days after receipt of the information, and not less than one hundred and twenty (120) days prior to seeking further relief under this Paragraph 7. If the new evidence is limited to an affidavit(s), and if the Settling Party notifies the SDD Group in writing that it disputes the statement(s) in the affidavit(s) within fourteen (14) days after notification by the SDD Group, the SDD Group shall make all reasonable efforts to depose the witness(es) at their expense within the 120 day period. Unless the death or incapacity of the witness(es) occurs during the 120-day period, the SDD Group shall not seek further relief from the Settling Party based solely upon the use of affidavits which Settling Party disputed within fourteen (14) days after notification by the SDD Group. If the Settling Party does not notify the SDD Group in writing that it disputes the statement(s) in the affidavit(s) within fourteen (14) days after notification by the SDD Group, or if the death or incapacity of the witness(es) occurs during the 120-day period, the SDD Group may seek further relief from the Settling Party based solely upon the use of affidavits.

The reopener of this Paragraph 7 shall expire two years after approval by U.S. EPA of the first remedial action work plan for the Site.

8. Denial of Liability. This Settlement Agreement shall not constitute, be interpreted as, or be construed as evidence of any admission of liability, law, or fact, and the Settling Party enters into this Settlement Agreement for the sole reason and purpose of ending its involvement in, and avoiding additional costs and expenses related to, the Contribution Action and further protracted litigation. Further, this Settlement Agreement shall not be construed as a waiver of any right or defense by Settling Party or by any member of the SDD Group, except as specifically set forth herein. However, nothing in this Paragraph is intended or should be construed to limit, bar or otherwise impede the enforcement of any term or condition of this Settlement Agreement against any party to this Settlement Agreement.

9. Insurance. The Parties to this Settlement Agreement do not intend hereby to make any agreement that will prejudice any SDD Group Member or Settling Party with respect to its insurers and, by entering into this Settlement Agreement, anticipate that the actions taken pursuant to this Settlement Agreement will benefit such insurers.

10. Successors and Assigns. This Settlement Agreement shall be binding upon the successors and assigns of the Parties hereto. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assignor without the prior written consent of the SDD Group.

11. Advice of Counsel. Each Party represents that it has sought and obtained the legal advice it deems necessary prior to entering into this Settlement Agreement.

12. Notice. All notices, bills, invoices, reports, and other communications with Settling Party shall be sent to the representative designated by Settling Party on said Settling Party's Notification Page. Settling Party shall have the right to change its representative upon submission of written notice to the SDD Group. Communications from Settling Party to the SDD Group or its members shall be addressed to:

Larry Silver
Common Counsel to the SDD Group
Langsam Stevens Silver & Hollaender LLP
1818 Market Street
Suite 3400
Philadelphia, PA 19103-5319

13. Effective Date. The effective date of this Settlement Agreement shall be the date it is executed by all of the representatives of all the members of the SDD Group.

14. Separability. If one or more of the Paragraphs 1.C, 1.D, 1.E, 4 or 7 is deemed invalid or unenforceable, the entire Settlement Agreement shall be terminated and deemed void and of no further force or effect. If any provision of this Settlement Agreement other than Paragraphs 1.C, 1.D, 1.E, 4 or 7 is deemed invalid or unenforceable, the balance of this Settlement Agreement shall remain in full force and effect.

15. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding between members of the SDD Group and the Settling Party with respect to its subject matter, and no modification shall be effective unless it is in writing, and executed by all of the authorized representatives of the SDD Group members and of the Settling Party.

16. Legal Construction. This Agreement shall be construed under the laws of the State of Ohio without reference to the conflict of laws principles thereof. Any title or caption to a section or paragraph contained herein is for convenience only, and shall not be deemed a part hereof.

17. Judicial Approval. The Parties hereto agree to move the Court jointly for the entry of an Order pursuant to a Joint Motion for Approval of the South Dayton Dump Settlement Agreement. This Settlement Agreement is contingent upon entry of an Order that grants the Parties' Joint Motion for Approval of the Settlement Agreement, that specifically provides that (i) the Court discharge and/or bar all past, present, and future counterclaims, cross-claims, and other claims relating to the Site and the subject matter of this litigation, which have been made or could be made against Settling Party by any person whether a party to this action or not, except for any Toxic Tort claim(s), any Natural Resource Damages, any claims arising under Paragraph 7 of this Agreement, and/or any breach of this Agreement, and (ii) the settlement payment described in Paragraph 1.A shall be credited pro tanto, and not pro rata, in determining the equitable share at trial of defendants other than Settling Party. Should such an Order as specified in this Paragraph 17 of this Settlement Agreement not be entered, and the Parties hereto fail to agree otherwise, the Settlement Agreement shall be null and void.

18. Execution of Agreement. Settling Party shall signify its consent and intent to enter into this Settlement Agreement by delivering a completed and signed Settlement Agreement to:

Larry Silver
Common Counsel to the SDD Group
Langsam Stevens Silver & Hollaender LLP
1818 Market Street
Suite 3400
Philadelphia, PA 19103-5319

19. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts will be construed together and shall constitute one agreement.

20. Consideration and Breach. The Parties agree that the execution and the performance of the obligations of this Settlement Agreement are consideration for this Settlement Agreement, and nothing contained herein shall be construed in any way to preclude any Party from asserting a claim for any breach of this Settlement Agreement.

21. Relationship of the Parties. This Settlement Agreement does not create, and shall not be construed to create, any agency, joint venture, or partnership relationship(s) between or among the Parties.

SETTLEMENT AGREEMENT SIGNATURE PAGE

Settling Party, THE OHIO BELL TELEPHONE COMPANY, hereby enters into and shall participate in the Settlement Agreement described and set forth herein.

April 13, 2016
Date

P. Short Exec. Dir.,
Sr. Legal Counsel,
AT&T Services, Inc.

On Behalf of The Ohio Bell
Telephone Company

April 18 2016
Date

[Signature]
On Behalf of Hobart Corporation

April 18 2016
Date

[Signature]
On Behalf of Kelsey-Hayes
Company

April 18 2016
Date

[Signature]
On Behalf of NCR Corporation

SETTLEMENT AGREEMENT NOTIFICATION PAGE

Settling Party hereby designates the following Representative for receipt of notice or other communications:

Name: James B. Slaughter

Title: Outside Counsel for The Ohio Bell Telephone Company

Address: Beveridge & Diamond, PC; 1350 I Street NW, Suite 700; Washington, DC
20005

Telephone: 202-789-6040

Facsimile: 202-789-6190